

State of Texas

§

Date of Agreement: _____

County of Lee

§

Lee County Routing and Road Use Agreement

WHEREAS, _____,
(hereinafter COMPANY) intends to conduct operations at a site located on Lee County Roads described below; and

WHEREAS, said COMPANY is located at:

Phone number: _____

WHEREAS, the location of the proposed operations will require the transportation of heavy, oversized equipment from _____

_____, (routing); and

WHEREAS, the weight of the equipment will exceed the capacity of county roads and bridges on the route set forth above; and

WHEREAS, the transportation of the equipment may cause substantial damage to the county roads and bridges; and

WHEREAS, _____ is the Commissioner of Precinct No. ____, and has the jurisdiction and obligation to maintain the roads within said precinct; and

WHEREAS, COMPANY and Lee County understand that pursuant to §251.151, Texas Transportation Code: "The commissioners court of a county may regulate traffic on a county road or on real property owned by the county that is under the jurisdiction of the commissioners court." , and agree that "County Roads" are only those roads designated above; and

WHEREAS, COMPANY and Lee County agree that the transportation of this equipment is necessary for these operations and that the County should be compensated for any damages or maintenance costs incurred;

COMPANY and Lee County hereby agree and contract as follows:

1. COMPANY may utilize the route specified above for the transport of all necessary equipment to the project location specified above without weight limitations for such time as operations continue on the location.

a. Extension: This agreement will be effective until the COMPANY notifies the commissioner that the operation of overweight equipment is no longer needed.

2. COMPANY agrees to use its vehicles in such a manner as not to block or otherwise interfere with other traffic along the route specified and that said route will be open to public traffic at all times, and further agrees to provide 48 hour notice to the County before transporting any equipment along the route set forth above that would interrupt the normal flow of traffic.
3. COMPANY, as used herein, shall include: company, operator of company, contractors, subcontractors, vendors, and/or all other affiliates.
4. It is COMPANY's responsibility to reimburse Lee County for materials only to repair damages to the routed county roads and to notify Lee County when operations have ceased, and when a transfer of ownership in the operations has occurred.
 - a. Any damages deemed dangerous or hazardous to the public or regular traffic of said road must be repaired immediately.
 - b. In the event that company's operations cause an immediate and serious safety concern, COMPANY or COMPANY's representative shall, without delay, call the Lee County Permitting Office at 979-212-8070, or, if the emergency occurs outside normal working hours, the Lee County Sheriff's Office at 979-542-2800.
 - c. COMPANY must use due diligence in its efforts to keep roads passable to regular traffic during the term of agreement.
5. Should it become necessary for COMPANY, its agents, servants, or employees, while operating motorized equipment, to exit a county road by moving in, or across, or through a bar ditch on the County Road **more than once**, (once being defined as both ingress and egress), COMPANY will install, at its own expense, a culvert not less than 15" in diameter, and not less than 30 feet in length; but in any event sufficient, in the opinion of Commissioner, or his appointed representative, to allow the normal flow of water through the bar ditch, without diversion or inhibition. Any deviation from the above specifications shall be approved by the Commissioner or his representative.
 - a. At the request of Commissioner, after the expiration of this agreement or the cessation of activities making such culvert necessary, COMPANY must remove the culvert, and all materials used in constructing said crossing, and restore the bar ditch/right-of-way to the same condition it was in prior to the installation of the culvert.
6. COMPANY agrees to post a cash bond, or a corporate surety bond, in the amount of \$ 300,000 to the County Commissioner of the precinct(s) where the roads are located, to insure performance of the obligations incurred herein. The amount must be sufficient to guarantee the payment of any damage to a road or bridge sustained as a consequence of the transportation authorized by this agreement (Texas Trans. Code §623.018 (e)), but in no event shall COMPANY's liability for damages be limited to the bond amount, and COMPANY agrees to pay any additional sums on demand.
7. Invoicing and Performance/Payment If the County performs the necessary repairs and is to be reimbursed, the Commissioner shall invoice COMPANY within ninety days. In the event of damages not discovered during the pendency of this agreement, or during the ninety day period for invoicing thereafter, the Commissioner shall invoice COMPANY within 90 days of the discovery of the damages.
 - a. Payment by COMPANY is due 60 days after invoice.

b. Nothing in this subsection shall operate to negate COMPANY's responsibility to repair the damages caused by COMPANY.

8. The rights and duties under this agreement are not assignable.

9. No transfer of interest by Company in the subject of operations, whether it be drilling, or any other operation involving oversize or overweight vehicles operating on County Roads shall negate the responsibility of said company to repair damages caused by COMPANY.

By: _____

By: _____

Commissioner Pct. _____

Company Representative

Date: _____

Date: _____

Return to
Dale Bolt
Code Enforcement/Permitting Office
200 S. Main, Ste. 203
Giddings, TX 78942

Office: 979-212-8070
Cell: 979-676-2566
dalebolt@co.lee.tx.us